

* *§ 362 INFORMATION SHEET * *

CRAIG WOODS and
CAROL WOODS
 DEBTOR

BK-S-11-50271-btb
 Case No:

MOTION #: _____

BANK OF AMERICA, N.A.
 MOVANT

CHAPTER: 7

Certification of Attempt to Resolve the Matter Without Court Action:
 Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(3), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: January 8, 2013Signature: /s/JEFFREY G. SLOANE, ESQ.
 Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2006 BMW 330CIC
 NOTICE SERVED ON: Debtor(s) X; Debtor's Counsel X; Trustee X;
 DATE OF SERVICE: January 8, 2013

MOVING PARTY'S CONVENTIONS:
 The EXTENT and PRIORITY of LIENS:

1st \$26,978.74
 2nd _____
 3rd _____
 4th _____
 Other _____
 Total Encumbrances: _____

APPRAISAL of OPINION as to VALUE:

APPROXIMATELY: \$15,506.00

DEBTOR'S CONTENTIONS:
 The EXTENT and PRIORITY of LIENS:

1st _____
 2nd _____
 3rd _____
 4th _____
 Other _____
 Total Encumbrances: _____

APPRAISAL of OPINION as to VALUE:

TERMS of MOVANT'S CONTRACT
with the DEBTOR(S):

Amount of Note: \$31081.35
 Interest Rate: 6.65%
 Duration: 72 months
 Payment per Month: \$524.69
 Date of Default: 2/24/11-11/24/12
 Amount of Arrears: \$11,522.60
 Date of Notice of Default: n/a
 SPECIAL CIRCUMSTANCES: Counsel attempted in good faith to communicate with the other parties regarding resolution of the Motion before filing its Motion for Relief from Stay.

SUBMITTED BY: JEFFREY G. SLOANE, ESQ.
 Signature: /s/JEFFREY G. SLOANE, ESQ.
 Kravitz, Schnitzer, Sloane & Johnson, Chtd.
 8985 S. Eastern Ave., Suite 200
 Las Vegas, NV 89123
 (702) 362-6666

DEBTOR'S OFFER of "ADEQUATE PROTECTION" for MOVANT:

•
 •
 •
 •
 •

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____

1 JEFFREY G. SLOANE, ESQ.
2 Nevada Bar No. 000784
3 KRAVITZ, SCHNITZER, SLOANE &
4 JOHNSON, CHTD. E-Filed: 1/08/13
5 8985 S. Eastern Avenue, Suite 200
6 Las Vegas, Nevada 89123
(702) 222-4143
7 JSloane@kssattorneys.com
8 Attorney for Creditor/Movant
9 BANK OF AMERICA, N.A.

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In Re:) In Proceedings Under
CRAIG WOODS and) Chapter 7
CAROL WOODS) BK-S-11-50271-btb
Debtors.) Date: February 12, 2013
) Time: 10:00 a.m.

MOTION FOR RELIEF FROM STAY

16 COMES NOW, Creditor, BANK OF AMERICA, N.A. (hereinafter referred to as the
17 "Creditor"), the holder of a secured claim in the above-captioned matter, by and through its
18 attorneys, Kravitz, Schnitzer, Sloane & Johnson, Chtd., and hereby moves this Court, pursuant
19 to §362 of the Bankruptcy Code and Bankruptcy Rule 4001, for relief from the Automatic Stay.
20
21 In support of its Motion, Creditor respectfully represents to the Court as follows:

22 1. On or about January 30, 2011, CRAIG WOODS and CAROL WOODS,
23 (hereinafter referred to as "Debtors"), filed a voluntary petition under Chapter 13 of the
24 Bankruptcy Code and the case was converted to Chapter 7 on June 9, 2011.

25
26 2. Creditor is the lienholder of a certain motor vehicle, described as a 2006 BMW
27 330CIC, VIN No. WBABW53476PZ43387, in which Creditor holds a perfected security

1 interest. True and correct copies of the Certificate of Title and Retail Installment Contract and
2 Security Agreement (hereinafter referred to as "Contract") is attached hereto and incorporated
3 herein by this reference as Exhibits "1" and "2", respectively.
4

5 3. On or about June 24, 2009, the Debtors executed the Contract and agreed to pay
6 Creditor 72 equal monthly installment payments in the amount of \$524.69 on the 24th day of
7 each month. Debtors also agreed, pursuant to the Contract, to maintain adequate insurance to
8 protect Creditor's interest in said vehicle.

9 4. That as of November 27, 2012 the balance currently due and owing to Creditor
10 is \$26,978.74.
11

12 5. That the Debtors are past due for the months of February 24, 2011 through and
13 including November 24, 2012, in the amount of \$11,522.60.
14

15 6. The present and approximate wholesale value of said vehicle is \$15,506.00.
16

17 7. Creditor's interests are inadequately protected to the extent that the vehicle
18 depreciates in value with the passing of time. Furthermore, Creditor's risk of loss continues to
19 grow by virtue of the fact that the Debtors have failed to remain current with the monthly
20 payments due to the Creditor pursuant to the terms of the Contract.
21

22 8. The Court, pursuant to 11 U.S.C. §362(d), may grant relief from the Automatic
23 Stay for cause, or where there is no equity in the property and such property is not necessary to
24 an effective reorganization. Creditor contends that the Debtors failure to make timely
25 payments pursuant to the Contract is an appropriate and compelling reason to grant relief from
26 stay where, as here, there is no equity cushion to sustain and justify retention of the vehicle by
27 the Debtors. Creditor further contends that timely contractual payments represent the only
28 method by which it may be adequately protected in the present matter.

9. Based upon the foregoing, Creditor's security interest in said vehicle has been jeopardized and will remain in jeopardy if the Automatic Stay is not terminated, thereby allowing Creditor to secure and liquidate its collateral to avoid further loss and damage.

WHEREFORE, Creditor prays that the Court enter an Order terminating the Automatic Stay pursuant to 11 U.S.C. §362 and waive the 14-day period set forth in the Bankruptcy Rule 4001 (a)(3) as to the Debtors and Debtors' Estate so that Creditor may pursue its rights and remedies provided in the Contract and under applicable law.

DATED this 8th day of January, 2013.

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.

BY /s/JEFFREY G. SLOANE, ESQ.
JEFFREY G. SLOANE, ESQ.
Nevada Bar No. 000784
8985 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123
Attorneys for Creditor

EXHIBIT 1

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
WBABW53476PZ43387	2006	BMW	330CI	PCV	NV003533556
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
08/25/2009	23350	G		BRANDS	GVWR
VEHICLE COLOR	ODOMETER BRAND				
ACTUAL MILES					

OWNER(S) NAME AND ADDRESS

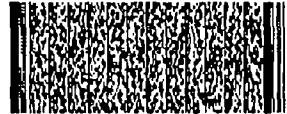
WOODS CAROL LYNNE
2856 OXLEY DR
SPARKS NV 89436-7098

LIENHOLDER(S) NAME AND ADDRESS

BANK OF AMERICA NA
PO BOX 2759
JACKSONVILLE FL 32203-2759

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT _____ DATE _____



PRINTED NAME OR COMPANY STAMP _____

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number _____ AND OR

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number _____

Address	City	State	Zip Code
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
<input type="checkbox"/> NO TENTHS <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old.			

ODOMETER READING _____ Signature of Seller(s)/Agent/Dealership _____ Printed Name of Seller(s)/Agent/Dealership _____

I am aware of the above odometer certification made by the seller/agent. Dealer's License Number _____ Date of Sale _____

Signature of Buyer _____ Printed Full Legal Name of Buyer _____
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

RD-2 (Rev. 1/06)

CONTROL NO. 2081115B
(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT 2

SECTION A:

Buyer's Name(s): CAROL L WOODS

Name:

Address: 2856 OXLEY DRIVE

County: WASHOE

City: SPARKS

Zip: 89436

State: NV Bus. Phone: (775) 626-0522 Res. Phone: (775) 626-0522

Stock No. 335271

Salesman JUHL, BRITAN THOMA

Date 06/24/2009

CREDITOR: BILL PEARCE MOTORS
 Address: 11555 SOUTH VIRGINIA ST
 City: RENO, NV
 State: NV Zip: 89511-
 Phone: (775) 826-2100

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate:
	6.65 %

FINANCE CHARGE	The dollar amount the credit will cost you:
	\$ 6696.33 (e)

Amount Financed	The amount of credit provided to you or on your behalf:
	\$ 31081.35

Total of Payments	The amount you will have paid after you have made all payments as scheduled:
	\$ 37777.68 (e)

Total Sales Price	The total cost of your purchase on credit, including your down payment of \$ 5360.67:
	\$ 43138.35 (e)

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$24.69	MONTHLY BEGINNING: 07/24/2009
N/R	N/R	N/A
N/R	N/R	N/A

INSURANCE: Credit life insurance, credit disability insurance and debt cancellation. (e) means an estimate coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life:	\$	N/R	I want credit life insurance: X SIGNATURE(S)
Joint credit life:	\$	N/R	I want joint credit life insurance: X SIGNATURE(S)
Credit disability:	\$	N/R	I want credit disability insurance: X SIGNATURE(S)
Credit life and disability:	\$	N/R	I want credit life and disability insurance: X SIGNATURE(S)
Joint credit life and disability:	\$	N/R	I want joint credit life and single life insurance: X SIGNATURE(S)
Debt cancellation coverage (GAP coverage)	\$	N/R	I want debt cancellation coverage (GAP Coverage) X SIGNATURE(S)

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ N/A and the term of the insurance will be N/A.

Security: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

Filing fee \$ N/A Nonfiling insurance \$ N/A

Late charge: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made the 24th day of JUN (month) of 2013 (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: USED Year and Make: 05 BMH

Series: 330CIC Body Style: CY No. Cyl: 6

If truck, ton capacity:

Manufacturer's Serial Number: WBBW53476PZ43387

Use for which purchased: Personal Business Agriculture

INCLUDING:

Sun/Moon Roof Air Conditioning Automatic Transmission
 Power Steering Power Door Locks Power Seats
 Power Windows Tilt Wheel Vinyl Top
 Cassette Cruise Control AM/FM Stereo
 Compact Disc Player

Color _____ Tires _____ Lic. No. _____

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. Instead of or in addition to our assignments referred to as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, we are assigned as additional security for this obligation and any other obligations created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract, except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

SAME AS ABOVE City: _____

County: _____ State: _____

Your address after receipt of possession of Collateral:

Street: SAME AS ABOVE City: _____

County: _____ State: _____

NOTICE OF RESCISSION RIGHTS

If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature X 

Co-Buyer's Signature X

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before the 24th (day of JUN 2009) (month of 2009) (year).

SELLER'S INITIALS: _____

SECTION E: NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED

UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

SECTION C: ITEMIZATION OF AMOUNT FINANCED

1. Vehicle Selling Price \$ 31860.00

Plus: Documentary Fees \$ 349.50

Plus: Emission Inspection Fee \$ 31.50

Plus: Other () \$ N/A

Plus: Other () \$ N/A

Taxable Selling Price \$ 32241.00

2. Total Sales Tax \$ 2377.77

3. Amounts Paid to Public Officials

a. Titling Fee \$ 28.25

b. Registration Fee \$ N/A

c. Other () \$ 1795.00

TOTAL OFFICIAL FEES (Add 3a through 3c) \$ 1823.25

4. Plus Other Charges

a. Extended Service Contract* \$ N/A

b. Driveaway Permit \$ N/A

c. Other () \$ N/A

Total OTHER CHARGES (Add 4a through 4d) \$ N/A

5. Total Cash Sales Price (Add 1 through 4) \$ 36442.02

6. Gross Trade-In Allowance \$ 32089.86

YEAR EXPIRE 07/2013 MODEL 53350

Minus: Payoff Balance \$ 32089.86

Net Trade-In Allowance \$ 0.00

7. Down Payment (Other Than Net Trade-In Allowance):

a. Trade-In Sales Tax Credit \$ 2360.67

b. Cash \$ 3888.00

c. Manufacturer's Rebate \$ N/A

d. Other () \$ N/A

Down Payment (Add 7a through 7d) \$ 5360.67

8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 5360.67

9. UNPAID BALANCE OF CASH SALES PRICE

(Subtract 8 from 5) \$ 31081.35

10. Plus Optional Insurance Charges*

a. Credit Life Insurance Premium

Paid to () Term () N/A \$ N/A

b. Credit Disability Insurance Premium

Paid to () Term () N/A \$ N/A

c. Debt Cancellation Coverage (GAP Coverage)

Paid to () Term () N/A \$ N/A

d. Other Insurance

Paid to () Term () N/A \$ N/A

11. Other Amounts Financed

a. _____

Paid to () N/A \$ N/A

b. _____

Paid to () N/A \$ N/A

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 31081.35

*Seller may retain or receive a portion of this amount.

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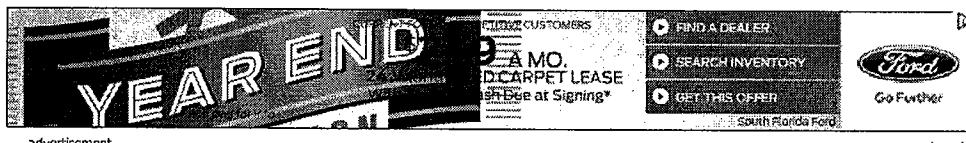
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